

RECORDATION NO. 10756-13

Filed 1425

# THE COMMONWEALTH PLAN, INC.

2655 CAMPUS DRIVE, SAN MATEO, CALIFORNIA 94403

SEP 21 1979 2 25 PM

EXECUTIVE OFFICES

September 20, 1979

AREA CODE 415  
573.1200

INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenues,  
Washington, D.C. 20423

RECORDATION NO. 10756-14  
Filed 1425

SEP 21 1979-2 25 PM

8-2544120

INTERSTATE COMMERCE COMMISSION

SEP 21 1979

Fee \$20.00

Attention: Mrs. Mildred Lee, Room 2227

ICC Washington, D. C.

Dear Madam Secretary:

There are handed to you herewith, for recording in compliance with the provisions of Section 20c of the Interstate Commerce Act, two original counterparts of the Individual Leasing Record dated August 28, 1979 to the Railroad Car Lease Agreement dated as of July 2, 1979, and seven original counterparts of Rider No. 1 dated as of August 31, 1979 to said Railroad Car Lease Agreement, together with this Company's voucher in the sum of \$20.00 in payment of the required recording fees.

The following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Prior Recordation in Connection with the Individual Leasing Record and Rider No. 1 to the Railroad Car Lease Agreement:

Railroad Car Lease Agreement dated as of July 2, 1979, recorded on August 20, 1979 at 2:55 p.m. and assigned recordation number 10756.

Name and Address of Lessor:

The Commonwealth Plan, Inc.  
2655 Campus Drive; Suite 200,  
San Mateo, California 94403

Name and Address of Lessee:

Kaiser Sand & Gravel Co.  
3311 Stanley Blvd., P.O. Box 580  
Pleasanton, California 94566

Name and Address of Guarantor:

Koppers Company, Inc.  
436 - 7th Avenue  
Pittsburgh, Pennsylvania 15219

SEP 21 2 20 PM '79  
I.C.C.  
FEE OPERATION DR.

Interstate Commerce Commission  
September 20, 1979  
Page Two

General Description of the Equipment Covered by the  
Railroad Car Lease Agreement and the Individual Leasing  
Record thereto:

Sixty (60) 100 ton, 2300 cubic foot capacity open-top  
hopper cars

AAR mechanical designation HM, and with the identifying  
marks KGCX 1800 through 1859, inclusive.

When recording of the enclosed documents has been completed,  
will you kindly return to our representative six counter-  
parts of Rider No. 1 and one counterpart of the Individual  
Leasing Record with evidence of recording endorsed thereon.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David R. Muhlitner". The signature is fluid and cursive, with the first name "David" being more prominent.

David R. Muhlitner  
Counsel

DRM/glj  
Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

9/21/79

OFFICE OF THE SECRETARY

David R. Muhlittner  
Thee Commonwealth Plan, Inc.  
2655 Campus Drive  
San Mateo, Calif. 94403

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/21/79 at 2:25pm, and assigned re-recordation number(s).

10756-A & 10756-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 10756-A Filed 1425

SEP 21 1979 -2 25 PM

INDIVIDUAL LEASING RECORD

INTERSTATE COMMERCE COMMISSION

I.L.R. NO. 1

Date of Delivery  
of Equipment August 28, 1979

Manufacturer: Greenville Steel Car Co.

Type of Equipment: 100 ton, 2300 cubic foot capacity open-top hopper cars  
AAR Mechanical Designation HM

Car Markings and Numbers (Both Inclusive):

"Leased from The Commonwealth Plan, Inc. as Owner, and Subject to a  
Security Interest Recorded with the I.C.C."

Numbers KGCX 1800 through 1859

Quantity Delivered: 60

Place of Delivery: Greenville, Mercer County, Pennsylvania

The undersigned Lessor hereby leases to the undersigned Lessee, and the Lessee acknowledges delivery to it in good condition of and unconditionally accepts the Equipment described above. The covenants, terms and conditions of this lease are those appearing in the Leasing Agreement between the undersigned Lessor and Lessee dated as of July 2, 1979, which covenants, terms and conditions are hereby incorporated by reference.

Rent and Amortized Value for each month of the lease of this Equipment shall be amounts which bear the same ratio to the monthly rental and Amortized Value for the corresponding month set forth in Exhibit A attached to the Leasing Agreement as the acquisition cost of such Equipment bears to One Thousand Dollars (\$1,000). The Lessee promises to pay the rental as set forth on said Exhibit.

THE COMMONWEALTH PLAN, INC., Lessor

KAISER SAND & GRAVEL CO., Lessee

By Bernard L. Bedway  
Title Pres

By S. Arnold Abbott  
Title President

(seal)

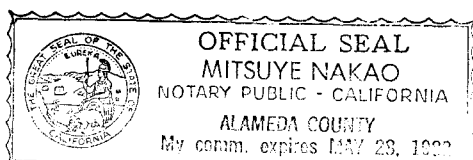
(seal)

(notarial acknowledgement)

(notarial acknowledgement)

STATE OF California                    )  
  ) ss:  
COUNTY OF Alameda                    )

On this.....29th.....day of.....August....., 19<sup>79</sup>,  
before me personally appeared.....L. Arnold Abrott.....,  
to me personally known, who, being by me duly sworn, says  
that he is.....President.....of  
.....Kaiser Sand & Gravel Company....., that one  
of the seals affixed to the foregoing instrument is the  
corporate seal of said corporation, that said instrument was  
signed and sealed on behalf of said corporation by authority  
of its Board of Directors, and he acknowledged that the  
execution of the foregoing instrument was the free act and  
deed of said corporation.

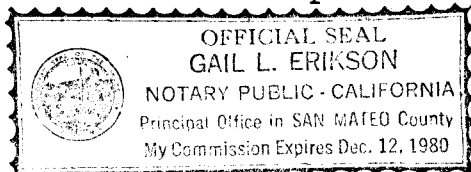


.....*Mitsuye Nakao*.....  
Notary Public

My Commission Expires:   May 28, 1982

STATE OF California                    )  
  ) ss:  
COUNTY OF San Mateo                    )

On this....31st.....day of.....AUGUST....., 1979,  
before me personally appeared.....BERNARD GOLDMAN.....,  
to me personally known, who, being by me duly sworn, says  
that he is.....PRESIDENT.....of  
.....THE COMMONWEALTH PLAN, INC....., that one  
of the seals affixed to the foregoing instrument is the  
corporate seal of said corporation, that said instrument was  
signed and sealed on behalf of said corporation by authority  
of its Board of Directors, and he acknowledged that the  
execution of the foregoing instrument was the free act and  
deed of said corporation.



.....*Gail L. Erikson*.....  
Notary Public

My Commission Expires: